

Document prepared by:

Return recorded document to:
Environmental Protection and
Growth Management Department
Development and Environmental Regulation Division
1 North University Drive, Suite 301
Plantation, Florida 33324

**JOINT AMENDED DEED OF
CONSERVATION EASEMENT AND AGREEMENT**

THIS JOINT AMENDED DEED OF CONSERVATION EASEMENT ("Amended Conservation Easement") is given this _____ day of _____, 20____ by _____ ("Grantor") whose mailing address is _____

_____ to the South Florida Water Management District, 3301 Gun Club Road, West Palm Beach, Florida 33406, and Broward County, a political subdivision of the state of Florida, (collectively referred to as "Grantees"), 115 South Andrews Avenue, Room 423, Fort Lauderdale, Florida 33301. As used herein, the term "Grantor" shall include any and all heirs, assigns, successors, or successors-in-interest of the Grantor, and all subsequent owners of the "Property" and "Conservation Area(s)" (as hereinafter defined) and the term "Grantees" shall include any successors, successors-in-interest or assignees of Grantees.

W I T N E S S E T H

WHEREAS, the Grantor is the owner of certain lands situated in Broward County, Florida, and more specifically described in Exhibit A, attached and incorporated herein by reference and referred to as the ("Property"); and

WHEREAS, the Grantor desires to construct _____ ("Project") on the Property, which Project is subject to regulatory jurisdiction of the South Florida Water Management District ("District") and the Broward County Environmental Protection and Growth Management Department "EP&GMD or the County"); and

WHEREAS, EP&GMD License No. _____ ("EP&GMD License") as may be modified or reissued and District Permit No. _____ ("District Permit") as may be modified authorize certain activities which affect waters in or of the State of Florida, and/or regulated aquatic or wetland resources located in Broward County, Florida.

WHEREAS, the Grantor has developed and proposed as part of the license and permit conditions a conservation tract, and buffers, as described in Exhibit B attached

hereto and incorporated by reference, involving creation, restoration, enhancement and/or preservation of the wetland and/or upland systems ("Conservation Area"); and

WHEREAS, the Grantor, in consideration of the consent granted by the EP&GMD License and District Permit, is agreeable to granting and securing to the Grantees a perpetual Amended Conservation Easement as defined in Section 704.06, Florida Statutes, over the Conservation Area; and

WHEREAS the Grantees previously accepted a conservation easement from Grantor which was recorded in Official Record Book _____, Page(s)_____, of the Public Records of Broward County, Florida ("Conservation Easement"); and

WHEREAS, Grantor and Grantees desire to repeal the Conservation Easement and enter into this Amended Conservation Easement;

NOW, THEREFORE, in consideration of the issuance of the EP&GMD License and District Permit, to construct and operate the permitted activity, and as an inducement to Grantees in issuing the EP&GMD License and District Permit, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor hereby grants, creates, and establishes a perpetual Amended Conservation Easement for and in favor of the Grantees upon the Conservation Area which shall run with the land(s) as described in Exhibits A and B, and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Amended Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Amended Conservation Easement.
2. Purpose. It is the purpose of this Amended Conservation Easement to retain land and/or water of the Conservation Area in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. It is the purpose and intent of this Amended Conservation Easement to assure that the Conservation Area will be retained and maintained forever predominantly in the vegetative and hydrologic condition as specified in the EP&GMD License and District Permit. The Conservation Area shall be maintained forever by the Grantor, in the enhanced, restored, preserved and/or created conditions required by the EP&GMD License and District Permit. To carry out this purpose, the following rights are conveyed to Grantees by this Amended Conservation Easement:

- (a) To enter upon and cross such portions of the Property and the Conservation Area in a reasonable manner and at reasonable times with

any necessary equipment or vehicles to ensure compliance and to enforce the rights herein granted.

(b) To enjoin any activity on or use of the Conservation Area that is inconsistent with this Amended Conservation Easement and to enforce the restoration of such areas or features of the Conservation Area that may be damaged by any inconsistent activity and/or use.

3. Prohibited Uses. Except for the restoration, creation, enhancement, maintenance and monitoring activities, surface water management improvements, or other activities and improvements related to the Conservation Area that are permitted or required by the EP&GMD License and the District Permit, the following activities are prohibited in or on the Conservation Area:

- (a) Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;
- (b) Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;
- (c) Removal or destruction of trees, shrubs, or other vegetation, except for the removal of nuisance or exotic vegetation as approved by EP&GMD and District;
- (d) Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;
- (e) Surface use except for purposes that permit the land or water area to remain in its natural or enhanced vegetative and hydrologic condition as specified in the EP&GMD License and District Permit;
- (f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including but not limited to ditching, diking, and fencing;
- (g) Acts or uses detrimental to said aforementioned retention and maintenance of land or water areas; and
- (h) Acts or uses detrimental to the preservation of any features or aspects of the Conservation Area having historical, archeological or cultural significance.

4. Grantor's Reserved Rights. Grantor reserves all rights as owner of the Conservation Area, including the right to engage in uses of the Conservation Area that are not prohibited herein and which are not inconsistent with the intent

and purpose of this Amended Conservation Easement, or any District rule, criteria, or permit , or any County ordinance, license or approval.

5. No Dedication. No right of access by the general public to any portion of the Conservation Area is conveyed by this Amended Conservation Easement.

6. Grantees' Liability. Grantees shall not be responsible for any costs or liabilities related to the operation, upkeep, and maintenance of the Conservation Area and Grantor does hereby indemnify and hold harmless the Grantees from the same.

7. Acts Beyond Grantor's Control. Should any Conservation Area be injured or changed from natural causes, including but not limited to fire, flood, storm and earth movement, the Grantor shall be provided notice and a reasonable opportunity to restore the affected Conservation Area to a condition that satisfies the EP&GMD License and District Permit requirements prior to either Grantee bringing any action for noncompliance with the EP&GMD License and District Permit.

8. Property Taxes. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Conservation Area. Grantor shall keep the payment of taxes and assessments on the Conservation Area or Property current and shall not allow any lien on the Conservation Area or Property superior to this Amended Conservation Easement. In the event Grantor fails to extinguish or obtain a subordination of such lien, in addition to any other remedy, the Grantees may, but shall not be obligated to, elect to pay the lien on behalf of the Grantor and Grantor shall reimburse Grantees for the amount paid by the Grantees, together with Grantees' reasonable attorney's fees and costs, with interest at the maximum rate allowed by law, no later than thirty days after such payment. In the event the Grantor does not so reimburse the Grantees, the debt owed to Grantees shall constitute a lien against the Conservation Area and/or Property which shall automatically relate back to the recording date of this Amended Conservation Easement. Grantees may foreclose this lien on the Conservation Area or Property in the manner provided for mortgages on real property.

9. Enforcement. The terms and conditions of this Amended Conservation Easement may be enforced by the Grantees by injunctive relief and other available remedies. In any action in which the Grantees prevail, the Grantees shall be entitled to recover the cost of restoring the Conservation Area to the natural vegetative, hydrologic, scenic, open, agricultural or wooded condition existing at the time of execution of this Amended Conservation Easement or to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and District Permit. Venue for said actions shall be exclusively in the Seventeenth Judicial Circuit, in and for Broward County, Florida. These remedies are in addition to any other remedy, fine or penalty

which may be applicable under the most recent versions of Chapter 27 of the Broward County Code of Ordinances, Chapter 40E-4, F.A.C., et. seq., Chapter 373, Florida Statutes, or as otherwise provided by law. Enforcement of the terms, provisions, and restrictions of this Amended Conservation Easement shall be at the reasonable discretion of Grantees, and any forbearance on behalf of Grantees to exercise their rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantees' rights hereunder.

10. Assignment. Grantees will hold this Amended Conservation Easement exclusively for conservation purposes. Grantees will not assign their rights and obligations under this Amended Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

11. Restoration. Grantor agrees to restore the Conservation Area to the vegetative and hydrologic condition required by the aforementioned EP&GMD License and District Permit if any third party exercises any easement right or property interest or conducts any other activity on the property that causes damage, degradation or negative impacts to the Conservation Area.

12. Maintenance. Grantor's obligation to retain and maintain the Conservation Area forever predominantly in the vegetative and hydrologic condition as herein specified shall run with the lands(s) described in Exhibits A and B, and shall be binding upon the Grantor, and shall inure to the benefit of the Grantees, and more particularly set forth herein. The intent of this Amended Conservation Easement is that the responsibilities and liabilities associated with the Amended Conservation Easement shall run with the land(s) described in Exhibits A and B, and be binding upon the fee simple title holder of those land(s) as required hereunder.

13. Severability. If any provision of this Amended Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Amended Conservation Easement shall not be affected thereby, as long as the purpose of the Amended Conservation Easement is preserved.

14. Written Notice. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. Terms and Restrictions. The terms, conditions, restrictions and purpose of this Amended Conservation Easement shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the land(s) described in Exhibit A or B. Any future holder of the

Grantor's interest in the land(s) described in Exhibit A or B shall be notified in writing by Grantor of this Amended Conservation Easement.

16. Modifications. This Amended Conservation Easement may be amended, altered, released or revoked only by written agreement between the Grantor and Grantees.

TO HAVE AND TO HOLD unto Grantees forever. This Amended Conservation Easement shall be recorded in the Public Records of Broward County and the covenants, terms, conditions, restrictions and purpose imposed with this Amended Conservation Easement shall not only be binding upon Grantor, but also its agents, heirs, assigns, successors and successor-in-interest and shall continue as a servitude running in perpetuity with the land(s) described in Exhibits A and B.

Grantor hereby covenants with said Grantees that Grantor is lawfully seized of said Conservation Area in fee simple; that the Conservation Area is free and clear of all encumbrances that are inconsistent with the terms of this Amended Conservation Easement and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this Amended Conservation Easement; and that it hereby fully warrants and defends the title to this Amended Conservation Easement hereby conveyed against the lawful claims of all persons whomsoever.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, _____ has
hereunto set its authorized hand this _____ day of _____, 20 ____.

OWNER - INDIVIDUAL

Signed, sealed and delivered
in our presence as witnesses:

Name of Owner (Individual)

(Signature)
Print Name _____

(Signature)
Print Name _____
Print Address _____

(Signature)
Print Name _____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20 ____, by _____ who is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name
My commission expires:
Affix Seal Below

IN WITNESS WHEREOF, _____ has
hereunto set its authorized hand this _____ day of _____, 20 ____.

OWNER - CORPORATION/PARTNERSHIP

Witnesses (if partnership)

(Signature)
Print Name _____

(Signature)
Print Name _____

Name of Owner (corporation/partnership)

By _____
(Signature)

Print Name: _____

Title _____

Address _____

____ day of _____, 20 ____.

ATTEST (if corporation)

Corporate Secretary Signature
Print Name of Corporate Secretary _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 20 ____, by _____ as _____
of _____, a _____
corporation/partnership, on behalf of the corporation/partnership. He or she is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name
My commission expires:
Affix Seal Below

Mortgage Subordination

By signing below mortgage holder agrees the lien of any mortgage on the real property described in Exhibit "A" and Exhibit "B" shall be subordinate to the subject amended conservation easement.

MORTGAGEE

Witnesses (if partnership)

(Signature)
Print Name _____

(Signature)
Print Name _____

Name of Mortgagee (corporation/partnership)

By _____
(Signature)

Print Name: _____

Title _____

Address _____

____ day of _____, 20 ____.

ATTEST (if corporation)

Corporate Secretary Signature
Print Name of Corporate Secretary _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/partnership. He or she is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC-STATE OF FLORIDA:

Signature of Notary Public-State of Florida

Print, type, or stamp Commissioned Name

My commission expires:

Affix Seal Below

ACCEPTANCE BY BROWARD COUNTY

The Broward County Board of County Commissioners hereby accepts this
Amended Conservation Easement for EP&GMD License No.
_____.

ATTEST;

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

_____ day of _____, 20 _____.

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

Assistant County Attorney